ServerCare[sm]

NEC

Express5800/FT Server Service Warranty Program

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The NEC Corporation of America product(s) discussed in this document are warranted in accordance with the terms of the Limited Warranty Statement accompanying each product. However, actual performance of each product is dependent upon factors such as system configuration, customer data, and operator control. Since implementation by customers of each product may vary, the suitability of specific product configurations and applications must be determined by the customer and is not warranted by NEC Corporation of America

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Introduction

NEC Corporation of America, "NECAM", offers one of the strongest warranty programs in the fault tolerant computer industry. For the EXPRESS5800/FT Server, you receive NEC Corporation of America's standard one-year limited warranty upon registration.

The ServerCare Service Warranty Program is described in the following sections.

Program Highlights

NEC's ServerCare Warranty Support Program offers you the following benefits:

- One-year, registered limited warranty on parts and labor, including:
  - 1 year of CRU parts replacement:

    CRU (Customer Replaceable Unit) – For those parts designated as CRU, NEC will provide a part shipment to the customer within 3 business days after receipt of the defective part.[1]
  - Toll-free hardware technical support five days a week, 9 hours a day (8AM to 5PM local time in the continental US and Canada) Monday through Friday.
  - 90 days telephone support for preloaded software.
  - 1 year of software maintenance for preloaded software.[2]
- Available upgrade options for expanded service and support coverage.

[1] Exception: Backplane will be replaced on-site Next Business Day provided call for support is received by 3:00pm, PST. All service response times are contingent upon parts availability.

[2] Excludes 320La model.

Warranty Registration

You must register your system online at:

http://www.necam.com/registration

Upon receipt of the registration information, you will be registered for ServerCare Service. Registration automatically registers your system for the program, providing you with product updates and program information.

Service and Support Options

Once registered for the ServerCare Service Support program, NEC Corporation of America offers a variety of optional service and support programs. These programs may be purchased directly from NEC Corporation of America, separately or in combination.

- **EXTENDED WARRANTY**
  - 2 year – Extends Standard Warranty for year 2.
  - 2 and 3 year – Extends Standard Warranty for years 2 and 3.
- **ADDITIONAL SERVICE AND SUPPORT OPTIONS AVAILABLE:**

  For a comprehensive list of NECAM's service and support options, please visit:

  http://support.necam.com/servers/ft/
- **OPTIONAL HARDWARE SPARES AVAILABLE FOR PURCHASE BY CALLING:**

  1-866-632-3226

Registered Limited Warranty

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

If service requires the replacement of any parts, components, or modules, the replacement items become the property of Customer and the replaced items become the property of NECAM.

NECAM may use new, used, serviceable, or reconditioned parts, components, or modules that are in good working order as replacements. Replacement items shall be of like kind and quality of those replaced.

How Long is the Registered Limited Warranty?

Parts and Labor are warranted for one (1) year from the date of the first end-user purchase. Spare parts are warranted for ninety (90) days.

Who is Protected?

This warranty may be enforced only by the original purchaser of the Product and is not transferable.

What is Covered and What is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product that is not distributed in the U.S.A. or Canada by NEC Corporation of America.

2. Any Product on which the serial number has been defaced, modified, or removed.

3. Any Product that has been removed from the U.S.A. or Canada.

4. Damage, deterioration, or malfunction resulting from:

    - Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.

- Alteration, repair or attempted repair by anyone not authorized by NEC Corporation of America.
- Any shipment of the Product (claims must be presented to the carrier).
- Improper installation or removal of the Product.
- Any other cause that does not relate to a Product defect.

5. Cartons, carrying cases, external cabinets, magnetic or digital tapes, or any accessories used in connection with the Product.

6. This warranty covers only NEC Corporation of America - supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software even if it is distributed by NECAM.

What NEC Corporation of America Will Pay For and what NEC Corporation of America Will Not Pay For

NEC Corporation of America will pay labor and material expenses for covered items, but NEC Corporation of America will not pay for the following:

1. Removal or installation charges.

2. Costs of initial technical adjustments (set-up), including adjustment of user controls.

3. Payment of shipping and related charges incurred in returning the Product for warranty repair.

How You Can Get Warranty Service

Express5800/FT ServerCare customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their Express5800/FT server. Calls for initiating a repair request can be made Monday through Friday from 8AM – 5PM local time by calling:

1-866-269-1239

When arranging for a hardware repair, you will speak with a trained technician. The technician will determine whether you have a hardware or software failure and then will provide you with the appropriate service options. If appropriate, you will be given instructions on how to return your CRU part in a NECAM supplied box. You may be given a reference number that you should retain for your records.

If NEC authorizes on-site service for your repair, a qualified technician will arrive at your site the next business day from the time of dispatch. If you are located outside of a service coverage area, travel charges will be applied.

All parts or systems returned to NECAM must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for product return, please contact the FT Customer Support line at: 1-866-269-1239.

NEC Corporation of America may require that you provide the original bill of sale or receipt as proof of purchase in order to obtain warranty service. Please retain such proof of purchase with your records.

Limitation of Damages and Implied Warranties

NEC Corporation of America's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Corporation of America shall not be liable for:

1. Damage to other property caused by any defects in this product, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss; or

2. Any other damages of any kind.

NEC CORPORATION OF AMERICA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC Corporation of America for service ***MUST*** have prior approval. This may be obtained by calling **1-866-269-1239**.

This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors.

While NEC Corporation of America products are considered to be compatible with many systems, the specific functional implementation by the customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC Corporation of America.

For more information, telephone **1-866-269-1239**.

Register Today!

It's quick and convenient to register your new NEC Corporation of America Express5800/FT Server so that you'll receive the fastest service and support we have to offer.

It's easy! To register online, just go to:

http://www.necam.com/registration